



State of Idaho – State Leasing Program

Department of Administration, Division of Public Works

"Provide responsive, cost effective, and timely support services to Idaho's policy makers, public agencies, and state employees as they serve Idaho citizens."

BRAD LITTLE
Governor

KEITH REYNOLDS
Director

PAT DONALDSON
Administrator

IDAHO DEPARTMENT OF ADMINISTRATION – INVITATION TO BID

SALE OF IDAHO STATE SURPLUS PROPERTY

109 West 44th Street, Garden City, Idaho 83714

ISSUED ON JANUARY 22, 2021

Summary

Sale Type: Request for Bid Proposals

Start Date: 01/22/2021

Bid Due Date: 02/19/2021

Earnest Money: \$10,000

Send Bid Form and Earnest Money Deposit to:

Department of Administration

502 N. 4th Street 83702

Or

PO Box 83720 Boise, ID 83720-0072

Attn: Richard Brien, Leasing Program

Sales Information:

Richard Brien

(208) 332-1929

Richard.Brien@adm.idaho.gov

Property Disposal Web Page:

Surplus Facilities | State Leasing Program

<https://leasing.idaho.gov/surplus-facilities/>

Web Page Assistance:

Melissa Broome

(208) 332-1933

Melissa.Broome@adm.idaho.gov

Inspection Opportunities:

January 26, 2021 from 9 to 11 am

Or

January 28, 2021 from 1 to 3 pm

The Idaho Department of Fish and Game (IDFG) declared this property as surplus on July 28, 2020. The State Board of Examiners approved the transfer of the property to the Department of Administration (Department) for disposition of the property per Idaho Code §67-5709A. With no state agency or institution interested, the Department has obtained an appraisal and are commencing procedures to sell the property for the highest price possible.

Sincerely,

Richard Brien, Statewide Leasing Manager

PROPERTY DESCRIPTION

1. Location and Setting

The property's address is 109 West 44th Street, Garden City, Idaho 83714. The property is located approximately 3 miles northwest of downtown Boise one block south of State Highway 26 Chinden Boulevard at West 44th Street. It backs up to the support structure of the inaccessible West Ustick Road.

2. Sale Parcel Description

The subject property is located on a 2.024± acres site. The property consists of two buildings and a covered open vehicle park pavilion totaling 20,347± square feet of the light industrial facility. The property is vacant but being maintained by the IDFG.

3. Legal Description

According to the Ada County Assessor's office, the subject is legally described as following: Lots 29, 30, & 31 Block C Fairview Acres Subdivision No. 02 #0190-B Garden City, Ada County, Idaho 83714.

4. Assessor's Parcel No.

The subject parcel is identified by the Ada County Assessor's office as tax parcel number R2734510192 and is located in tax code area 06-00.

5. Flood Zone Classification

Review of the FIRM map applicable to the subject – Panel 16001C0169J, indicates that the site is located in Zone X – “areas of minimal flooding”.

HISTORICAL DOCUMENTS AND USE OF THE PROPERTY

1. Historical use of the property

The subject property is recorded in the name of State of Idaho - Fish and Game Department, PO Box 25, Boise, ID 83707. The IDFG has used this as an education center, offices, animal research lab, warehouse and shop, vehicle maintenance and storage yard.

2. Appraisal

Langston & Associates issued the following PDF report:

A. December 3, 2020 – Appraisal Report, *Langston Appraisal Report 20.2194i*

3. Title Report

Title One issued the following PDF reports:

A. December 3, 2020 – Property Information report, *Title One Property Info 109 W 44th St*

B. December 9, 2020 – *Title One Preliminary Research Report*

4. Department of Environmental Quality Report History

DEQ has noted the site generated some hazardous waste in 1993 from closing an underground storage tank. A hazardous waste inspection was also conducted in 1993. There was no enforcement from the inspection, and DEQ does not have any current or pending hazardous waste enforcement actions related to the site. The site was hunter education facility as a classroom type setting, and not as a practice or firing range.

DEQ provided the following PDF reports:

A. *DEQ 3-010060 Closure Notice 01-21-1993*

B. *DEQ 2013BBL1587 LUST Site Assessment for Tank Closure 03-05-1993*

C. *DEQ 2013BBL1588 LUST Site Assessment Expanded 08-03-1993*

5. Ada County Highway District License Agreement

ACHD and IDFG entered into a license agreement on December 11, 2012 to allow IDFG to utilize the abandoned 44th Street to install a fence and use the property as an enclosed parking lot. The ACHD property is currently next to the SW portion of the site and to this day is used by IDFG as a fenced in parking lot. According to Section 16 of the license agreement, Licensee, upon the prior written consent of ACHD, may sell, assign or otherwise transfer this Agreement. Additionally, according to the State's December 2020 conversations with ACHD this property is a good candidate for ACHD to sell to either to IDFG or the new owner.

ACHD provided the following PDF agreement:

A. *ACHD 0532-2493-1212 - License Agreement – IDFG*

INSTRUCTIONS TO BIDDERS

1. Bid Due Date

Signed Proposals are due by 5:00 p.m. on February 19, 2021 at the offices of the State Leasing Program and may be:

- Mailed to 502 N. 4th Street 83702 or PO Box 83720 Boise, ID 83720-0072; or
- Hand-delivered to 502 N. 4th Street, Boise (office closes @ 5:00 PM - there is no mail slot); or
- An electronic copy can be emailed to Richard.Brien@adm.idaho.gov

The Department will reject any bid that 1) is not received by the deadline, 2) does not have the required \$10,000 earnest money, or 3) is not signed. In addition, the Department reserves the right, in its sole discretion, to reject any or all bids in accordance with the best interests of the Department. If you are not the successful bidder, your earnest money will be returned no later than 30 days after bid opening.

2. Inspection

This Property can be viewed at 109 West 44th Street, Garden City, Idaho 83714 with openings:

- **Tuesday January 26, 2021 from 9 to 11 am**
- **Thursday January 28, 2021 from 1 to 3 pm**

No one will be allowed access to the Property without the presence of a Department of Administration employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Other property inspection times may be requested to the Department but may or may not be granted based on personnel availability. Photos provided by the Department may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

3. Terms of the Sale

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Department credit terms are available. The Department has no information on the availability of private financing or on the suitability of this Property for financing.

A purchase and sale agreement with commercial real estate standard terms will be used. Some terms may need to be altered to reflect the Department's status as an Idaho state agency. Typically, alterations include revising language related to corporations or private entities such as terms related to resolutions of a corporation and revising terms prohibited by law such as indemnification, assignment without approval, or waivers of statutes of limitations.

4. Minimum Bid

No minimum bid has been set on the property; however, Langston & Associates appraised the property at \$1,555,000 in December 2020 and per Idaho Code §67-5709A the Property will be awarded to the highest responsible bidder.

5. Earnest Money

A certified check made payable to the Department of Administration, for \$10,000, must accompany your bid submission. The Bidder's earnest money deposit demonstrates the Purchaser's good faith offer to the Department in their ability to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Department's acceptance of the Bidder's offered bid price. Earnest money will be held by Title One. Once a bid is accepted by the Department for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bid, become earnest money to the benefit, custody, accountability and control of the Department.

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, or, for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your earnest money deposit will be forfeited to the Department to defray the cost of this solicitation.

6. Closing

Closing must occur within sixty (60) days of the Notice of Award. The full purchase price must be paid within sixty (60) days of the date of the Notice of Award.

NOTICES AND COVENANTS

1. AS-IS, WHERE-IS Provision

Grantee agrees and acknowledges that grantor is selling the property strictly on an "AS-IS, WHERE-IS", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that grantor has made the property available for inspection by grantee and grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by grantee, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the united states of America, as grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property's conditions. Except as set forth in the contract, grantee is relying solely and wholly on grantee's own examination of the property, is fully satisfied with the

property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in section c, below, the united states of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and grantee is advised to examine all public records available regarding the property.

No employee or agent of grantor is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall grantor be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.

2. Real Estate Taxes

Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the tax upon transfer of title to the Premises.

3. Commissions

The Department will not pay reimbursement expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.

4. Department of Administration Liability

The description of the Property, and all other information provided with respect to the Property set forth in the Invitation, are based on the best information available to the Department of Administration and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

The Department and its employees shall not be liable for any error in any advertisement, flyer or announcement made by it or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the Department is for information purposes only. The Department of Administration does not guarantee the accuracy, or the validity of the information conveyed by its employees or agents.

BID FORM

**IDFG – Idaho Hunter's Education
109 West 44th Street
Garden City, Ada County, Idaho 83714
Parcel #R2734510192**

Dollar Amount of Bid - \$_____

THE PROPERTY WILL BE SOLD "AS-IS" WITH NO WARRANTIES OF ANY KIND.

Should you be the successful bidder, and later decide you do not want the property, cannot obtain financing, or for whatever reason, have not executed an Agreement of Sale, your earnest money deposit will be forfeited to the Department.

In compliance with the Invitation to Bid and subject to the terms and conditions hereof, the undersigned offers and agrees, if this bid is accepted, to purchase the property described in this Invitation to Bid at the bid price indicated above.

DATE: _____

CERTIFICATION:

1. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of ninety (90) days from the deadline for receipt of proposals or if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining purchase and sale signature and approval.
2. It is the objective of the Department of Administration to obtain the highest price possible. Unless otherwise noted, all terms listed in the proposal shall be subject to negotiation between the Offeror and the committee. No understanding, whether oral or written, whether made prior to or contemporaneously with the negotiations, shall serve to enlarge, modify, limit or otherwise affect the terms and conditions as ultimately detailed in the executed PSA Agreement.
3. I understand and agree to be bound by the conditions contained in the Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

ATTEST:

Signature of Authorized Corporate
Officer, Managing Partner or Bidder

Corporation, Partnership, or Entity

Name

Street Address

Title

City, State ZIP

Cell Phone

Work Phone